9999-0554 IBS

THIS INDENTU	RE WITNESSETH, that _	James Walke	r and Minnie	Walker, husb	and and w	ife
BANTS TO BANK O	County, DNE, MERRILLVILLE, NA owing described real estate teen (15) feet of	with an office loc	ated at 1000 East	80th Place, Merrilly	ville, Indiana, h County, State	nereafter calle of Indiana. 1
Five (5) feet	of Lot Thirty-Tw Book 14, page 16	o (32), Blo	ck Two (2),	New Brunswick	Addition	to Gary,
a/k/a: 552 F	orter St., Gary,	IN 46406				
hereafter acquired,	ildings, improvements, apparte	nant or used in co	nnection with the			
This mortgage	eges, interests, easements is given to secure: (a) , 19_90_	the payment o	of Mortgagors Po	OUSAND DOLLA	<u>RS AND 00/</u>	100
		/		<u> </u>		<u>\$ 15,000.0</u>
agreements, promit the Mortgagor in co other indebtedness them, jointly or sev primary or seconda	t due and payable ons or renewals thereof and ses, payments, and condition with the indebted or liabilities (except loans verally, including duture ad ry, or contingent, which malass as the specific deat sectors in the specific deat sectors.	ons contained in ness secured by subject to the Fed vances, whether y be existing at the	this mortgage, or t this mortgage, (b) l leral Truth in Lendi said indebtednes is time or may be d	he Note it secures, n addition, this mor ng Act) of Mortgago s, liabilities or futu reated at any time i	or any other ins tgage is given t ors to Mortgage re advances b in the future, wh	struments signosecure any secure any secure any secure any secure or signosecure and the secure
The Mortgagor filts successors and	or himself, his heirs, execut					_
easements, covena	ints, and res <mark>tricti</mark> ons of rect to Heating Company	ord, (c) Real Esta	le Mortgage, dated	in the original am	ount of \$ 2.0	69.95
which mortgage is	not in default and has an un	paid balance of	3	, (d) other		
prior mortgage or e Notes or indebtedne foreclose this Mortg 3. Mortgagor cov and assign the Prop subject to any liens,	is mortgage is subject to a rencumbrance is in default of the ses it secures shall become age, all without any notice wenants that Mortgagor is leading and the Mortgagor with easements, covernants, couring Mortgagee's interest	r is foreclosed used immediately do or demand whats willly seized of the warrant and denditions and restrict the Property.	continen at the option and payable in oever. he estate hereby cleaned generally the ictions of record lis	tion of the Mortgag full and further that onveyed and has the title to the Property ted in a schedule of	e this Mortgage the Mortgage e right to mortg y against all cla exceptions to	gegand the Ne may med gage, grant, c aims and dem coverage in a
			Time to the same of the same o	S AND CONDITION	ONS :	, '\ <u>'</u>
day ofApril_	IEREOF this Mortgage has 15م ــــــــــــــــــــــــــــــــــــ	90	y the Mortgagor o	n this6th_		044 J6, 1
dan	1. Analk	7	M	anie 1v	/ lker	ر رحی ۵
James Walk	er		Minn	ie Walker		,
	ACKNOWLEDGM	ENT BY INDIVI	DUAL OR PARTI	NERSHIP MORTG	AGOR	
0001411 01	Lake		4.4			
Before me, a Not personally appeared	ary Public in and for said C d <u>James Walker an</u>	county and State, d Minnie Wa	onthis <u>oth</u> lker, husban	_day of <u>April</u> d_and_wife		A.D., 19_
acknowledged the s	me, and known to me to be same to be (his) (their) volum			ooses therein set 19		oing mortgag
WITNESS my hand	and official seal.		LORRAIN	VICUITE THE	ary Public	
			TOWATIVE	INIES (577	V 17 13

ADDITIONAL TERMS AND CONDITIONS

- 4. For the duration of any indebtedness hereby secured: (a) the Mortgagor will keep the aforesaid property in its present state of repair. normal wear and tear excepted; (b) Mortgagor will pay all taxes and assessments imposed on the said property and will otherwise take such action and exercise such forbearance as may be necessary in order that the said property shall not hereafter become subject to any lien or encumbrance superior to this Mortgage; (c) Mortgagor will procure and maintain insurance with insurance companies acceptable to Mortgagee, against damage to or destruction of the improvements included in said real estate by fire or windstorm or any cause customarily included in the term "extended coverage", such insurance to be in a sum not at any time less than the value of such improvements or the total of the indebtedness then hereby secured plus all taxes, assessments and indebtedness then secured by any liens or encumbrances superior hereto on such real estate, whichever is smaller, and to be payable to the Mortgagee as its interest may appear; (d) Mortgagor will deliver the policy or a certificate evidencing said insurance to the Mortgagee and will allow Mortgagee posses. sion of the same; (e) In the event of loss, Mortgagor shall give immediate written notice to the insurance carrier and to Mortgagee. Mortgagor authorizes and empowers Mortgagee as attorney-in-fact for Mortgagor to adjust and compromise any claim under any such insurance policies, to appear in and prosecute any action arising from such insurance policies, to collect and receive insurance proceeds, to endorse and deposit any insurance checks or drafts payable to Mortgagor, and to deduct therefrom Mortgagee's expenses incurred in the collection of such proceeds; provided however, that nothing contained in this paragraph 4 shall require Mortgagee to incur any expense or take any action hereunder, nor prevent the Mortgagee from asserting any independent claim or action versus any such insurance carrier in its own name.
- 5. If the Mortgagor shall fail to make any payment or to obtain any insurance, service or materials necessary for the performance of any of Mortgagor's covenants above set forth, then the Mortgagee at its option may do so, and its expenditures for any such purpose shall be added to and become part of the indebtedness hereby secured. Any amount so added shall, from the date of payment thereof by the Mortgagee, bear interest at the rate of interest set forth in the indebtedness.
- 6. Unless required by applicable law or upless Mortgagee has otherwise agreed in writing. Mortgagor shall not allow changes in the use for which all or any part of the Property was intended at the time this Instrument was executed. Mortgagor shall not initiate or acquiesce to a change in the zoning classification of the Property without Mortgagee's prior written consent.
- 7. Mortgagee may make or cause to be made reasonable entries upon and inspections of the Property at all reasonable times and access thereto shall be permitted for that purpose by the Mortgagors the property of
- 8. Mortgagor shall not sell of transfer all of any part of said Property, grant en option to purchase the same, lease the Property, sell the same by contract, transfer occupancy or possession of the Property, nor sell or assign any beneficial interest or power of direction in any land trust which holds title to the Property without the prior written consent of the Mortgagee.
- 9. The Mortgagee at its option may extend the time for the payment of any indebtedness hereby secured, or reduce the payments thereon, or accept a note or renewal note therefor, or release any part of the security, or any person liable for the indebtedness, without consent of any junior lienholder, and without the consent of the Mortgagor. No such extension, reduction, renewal or release shall effect the priority of this Mortgage or impair the security hereof in any manner whatsoever, or release, discharge or affect in any manner the personal liability of the Mortgagor to the Mortgagee. No delay by the Mortgagee in the exercise of any of its rights hereunder shall preclude the exercise thereof so long as the mortgage is in default hereunder and no failure of the Mortgagee to exercise any of his rights because of one default shall preclude the exercise thereof for a subsequent default. The Mortgagee may enforce any one or more of its rights or remedies hereunder successively or concurrently.
- 10. This Mortgage shall be governed and enforced by the laws of the State of Indiana except where the Mortgagee by reason of a law of the United States or a regulation or ruling promulgated by an easiney supervising the Mortgagee is permitted to have or enforce certain provisions in this Mortgage then in that event the Mortgagea may elect to have those provisions of this Mortgage enforced in accordance with the laws of the United States. In the event that any provision of this Mortgage conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage which can be given effect without the conflicting provisions, and to this end the provisions of this Mortgage are declared to be severable. In the event that any applicable law limiting the amount of interest or other charges permitted to be collected from Mortgagor is interpreted so that any charge provided for in this Mortgage, whether considered separately or together with other charges levied in connection with this Mortgage, violates such law, and Mortgagor is entitled to the benefit of such law, such charge is hereby reduced to the extent necessary to eliminate such violation. For the purpose of determining whether any applicable law limiting the amount of interest or other charges permitted to be collected from Mortgagor has been violated, all indebtedness which is secured by this Mortgage or evidenced by the Agreement and which constitutes interest, as well as all other charges levied in connection with such indebtedness which constitute interest, shall be deemed to be allocated and spread over the stated term of the Agreement.
- 11. If there is a default in the payments of any indebtedness hereby secured or in the performance of any of the Mortgagor's covenants set forth in this Mortgage or other instruments signed in conjunction with the indebtedness this Mortgage secured, or if Mortgagor should abandon the aforesaid property, or if said real estate of any part thereof should be attached, levied upon or seized, or if the Mortgagor should become bankrupt or insolvent or make any assignment for the benefit of creditors, or if a receiver should be appointed for the Mortgagor, then the entire indebtedness aforesaid shall, at Mortgagee's option, become immediately due and payable, without notice or demand, and the real estate shall be subject to foreclosure of this mortgage, and the Mortgagee if it elects to foreclose the same shall become entitled to the immediate possession of the aforesaid property together with the rents, issues, income and profits therefrom and all amounts due are payable without relief from valuation or appraisement laws and Mortgagor will pay all costs and attorneys' fees incurred by Mortgagee in the enforcement of the terms of this Mortgage.
- 12. (i) The word "Mortgagor" as used herein shall include all persons executing this mortgage and the word "Mortgagee" shall mean its respective successors and assigns. The singular shall mean the plural and the plural shall mean the singular and the use of any gender shall be applicable to all genders; (ii) Any forebearance by Mortgagee in exercising any right or remedy hereunder or otherwise afforded by applicable law or equity, shall not be a waiver of or preclude the exercise of any such right or remedy; (iii) Each remedy provided for in this Mortgage is distinct and cumulative to all other rights and remedies under this Mortgage or afforded by applicable law or equity, and may be exercised concurrently, independently or successively in any order whatsoever; (iv) That no change, amendment or modification of this Mortgage shall be valid unless in writing and signed by the Mortgagor and Mortgagee or their respective successors and assigns.